

formation or belief, before or at the time the judgment was entered against him in favor of Robinson, agree with the latter, or enter into any stipulation with him in relation to said judgment, that it should be released, or that respondent should not be injured or affected or bound by it, or ever called on to pay it, or that it should be instantly entered satisfied; and he denies that it was in fulfilment of any such prior agreement that it was entered satisfied, or that it was so entered on the day it was rendered. He denies that he ever did know, pending said suit against him by Robinson, of any good or valid defence thereto at law or in equity, or that he ever knew of any matter in relation thereto of which complainant was ignorant.

He admits that he never did pay the said judgment to Robinson, and he believes that his attorney agreed, after said judgment was rendered against him, to give to Robinson or any one else he should designate, the said indemnity of complainant, if Robinson would enter said judgment previously obtained, satisfied; but he does not know this to be the case, nor does he know how long after the rendition thereof it was before it was entered satisfied. On consultation with his attorney, neither he nor respondent has any recollection whatever of what did take place before, at the time, or after that judgment, but he is advised, and insists, that after complainant had refused or neglected to defend said suit, or to pay the same, he having, as before stated, the means in his own hands, placed there by respondent for that purpose, and your respondent was about to be compelled twice to pay this rent, because of the failure on the part of complainant to comply with his aforesaid contract, it was defendant's right to prevent the perpetration of this fraud by complainant, and to sue, or assign to any one to sue, said indemnity, and he believes that under these circumstances his attorney might, as he had authority to do, have agreed that if said judgment was struck out, he would let Robinson have any benefit he could have for said indemnity.

He admits that suit was instituted in his name, for the use of Mayer against complainant and the recovery of the judgment filed, but does not know what proof was offered therein,